11-Feb-2015 16:17 GMT
SellerChemoil Corporation
ContactBrendan Fitzpatrick
Date02/11/2015
Chemoil Ref #1872424
ShipParamount Hatteras
BuyerAet Inc Ltd
1900

West Loop South

Suite 920

Houston TX United States 77027

PortGom

LocationOffshore Galveston

Bunker Date02/14/2015 - 02/14/2015

Order DetailsProduct1Product2

ProductRMG MGO

SpecificationRMG 380 (2010) 3.5% MGO DMA (2010) 0.1%

Quantity700 MT 1000 MT

PriceUSD 340.00 Per MTUSD 720.00 Per MT

QualityISO 8217:2010

Pricing TypeMTD

AgentShip To Ship Communication
Payment30 Days From Date Of Delivery

Sales Terms:

Sales Terms: Please be informed that M/V Chemtrans Havel and M/V Miss Claudia shall carry out deliveries only within the Lighterage Zones designated by the USCG. Both vessels shall follow the applicable rules and regulations during STS operations.

Please liaise closely with our Operations personnel with regards to delivery coordination:

Chemoil Latin America - Operations:

PIC: Elisha Frank

Email: gmops@chemoil.com Office: +1 415 315-7419 Mobile: +415-370-8732

General Terms:

Bunkers are stemmed for the contracted delivery dates above. If a vessel requires bunkers during a time other than the date(s) specified above, such delivery will be on a 'best endeavor' basis. Chemoil will not be held liable or responsible for any delays, demurrage, or any other additional costs incurred as a result of a 'best endeavor' delivery.

As safety is of primary concern all deliveries are subject weather permitting and will be made at the sole discretion of the supply vesselâc^{ms} Captain. In the event that there is a delay in supply, due to but not limited to, load port / terminal congestion, product availability and/or weather, seller will keep the buyer appraised of the situation and work in good faith to minimize any such delays, but under no circumstances will seller be liable for demurrage or any other additional costs incurred by the buyer as a result of any such delays.

Fuel oil delivered will be in compliance with applicable provisions of Marpol Annex VI, Regulations 14 and 18. Chemoil's Bunker Delivery Note will provide the information required under Appendix V of Marpol Annex VI. Regarding Annex 2 (sampling guidelines), Chemoil will provide a properly labeled, sealed Marpol sample to the receiving vessel. Chemoil will make reasonable attempts to follow the Marpol Guidelines as they apply to sampling provided that local practice, law, and or equipment allow. However, Chemoil reserves the right to draw the Marpol Sample at the barge out-flange if needed. This decision will be made solely at the discretion of the delivery vessels Captain. If ship-side Marpol sampling is required, Chemoil must be advised at the time the order is placed so seller can arrange for a seller's representative to attend with the cost of this additional service being for the buyer's account. Sampling and related equipment, in such cases, continue to be the responsibility of the vessel. The barge sample(s) drawn at the bunker tanker manifold shall be deemed the representative commercial sample(s).

Extra costs resulting from changes in delivery quantities and/or delivery locations as requested by owner's/buyer's agents will be for owner's/buyer's account.

On Buyer's cancellation of a nomination, or portion thereof, Chemoil shall be entitled to a fee of \$3.00 per metric ton or the lost fuel value, whichever is greater, by way of liquidated damages and as compensation for Seller's relinquishing its rights under the agreement. Lost fuel value shall be considered the difference between the contract price per metric ton and market value of fuel at time of cancellation as determined by Platts Bunkerwire mid-point on the day of cancellation for the closest relevant market.

This sale is based on the standard terms and conditions of sale of marine fuel by Chemoil Energy Group of Companies (May 2012). Fuel oil will be supplied with the express recognition that procurement was authorized by the owner of the vessel, as defined by section 971 of the federal maritime lien act. If you do not have a copy of these Terms and Conditions of Sale please let us know and one will be provided to you or you may visit our website at www.chemoil.com.

All sales will be considered as ratified by the owner, agent, ship's master or charterer. Please note that, in accordance with CHEMOIL's terms and conditions of sale, late payments will be subject to finance charges of 2 % per month, or the maximum rate permitted under law, whichever is less, calculated from the due date until payment.